

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 55	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0084		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 22 Sep 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN VAN GIESEN 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	
			TEL: 215-897-7644			TEL:	
			FAX: 215-897-7994			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 2, Second Floor</u> until <u>14 30</u> local time <u>27 Oct 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN VAN GIESEN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7644		C. E-MAIL ADDRESS VanGiesenKJ@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OVERHAUL FFP - Overhaul of one EA. U.S. Navy LM2500 Single Shank (SST) Gas Generator Assembly and concurrent components and accessories in accordance with Section C - Statement of Work				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	OVERHAUL FFP - Overhaul of one EA. U.S. Navy LM2500 Single Shank (SST) Gas Generator Assembly and concurrent components and accessories in accordance with Section C - Statement of Work	1.00	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<b>TECHNICAL DATA</b> FFP - Technical Data in accordance with DD Form 1423, Seq. Nos. A001-A005				

NOT SEPARATELY PRICED

## SECTION C Descriptions and Specifications

### C - STATEMENT OF WORK

Commercial Depot Level Overhaul of US Navy LM2500 Single Shank (SST) Gas Generator assembly and concurrent component and accessories.

#### C.1 Scope

This specification identifies the requirements for commercial depot level overhaul of one (1) US Navy single shank LM2500 gas generator, national stock number (NSN) 2S 2835-01-237-1153. Offers will be solicited from established commercial overhaul depots that are technically capable in commercial overhaul of the US Navy LM2500 SST gas generator.

#### C.2 Applicable Documents

##### C.2.1 General

While every effort has been made to ensure the completeness of this list, document users are cautioned that they shall meet all specified requirements cited in Sections C.3 and C.4 of this specification, in addition to the specifications listed in the documents listed in Section C.2.2.

##### C.2.2 Government Documents

US Navy LM2500 Technical Manuals:

Organizational Level:

- S9234-AD-MMO-070/LM2500 latest revision
- S9234-AD-MMO-080/LM2500 latest revision
- S9234-AD-MMO-090/LM2500 latest revision

Depot Level Maintenance:

- S9234-AB-MMD-010/LM2500 latest revision
- S9234-AB-MMD-020/LM2500 latest revision
- S9234-AB-MMD-030/LM2500 latest revision
- S9234-AB-MMD-040/LM2500 latest revision
- S9234-AB-MMD-050/LM2500 latest revision
- S9234-AB-MMD-060/LM2500 latest revision

If requested, the US Navy LM2500 technical manuals will be provided after contract award to the successful offeror. Application for copies of US Navy LM2500 technical manuals shall be addressed to Naval Surface Warfare Center (NSWC) Code 9333. The Contractor must request permission from NSWC Code 9333 to reproduce the manuals. Any US Navy manuals issued, and all copies made, and all printouts generated will remain the property of the US Navy.

##### C.2.3 Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, the US Navy LM2500 technical manuals listed in Section C.2.2 of this document take precedence. These manuals are as follows: Depot Level Maintenance S9234-AB-MMD-010/LM2500 through S9234-AB-MMD-060/LM2500 latest revision and Organizational Level Maintenance S9234-AD-MMO-070/LM2500 through S9234-AD-MMO-090/LM2500 latest revision.

#### C.3 Requirements

### **C.3.1 General**

The contractor shall have prior experience with the overhaul of the General Electric LM2500 SST gas generator for industrial or marine customers.

The contractor shall furnish services in accordance with any written technical instructions. No verbal instructions will be accepted to the specifications set forth herein.

The contractor shall overhaul, modify, incorporate mandatory updates, maintain standard configuration integrity, assemble, test, preserve, package, document, mark and prepare for shipment the LM2500 SST gas generator in accordance with this specification.

All overhaul work performed under this specification shall be in accordance with the current US Navy LM2500 depot level technical manuals, S9234-AB-MMD-010 through S9234-AB-MMD-060 latest revision, as applicable for the articles under overhaul. Any and all deviations from these technical manuals must be approved, in writing, by the cognizant technical representative at NSWC prior to implementation.

All overhaul work performed under this specification shall be for articles to be modified to standard configuration, overhauled and delivered Ready For Issue (RFI) to the fleet. All parts shall be cleaned in accordance with procedures outlined in US Navy LM2500 depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 3 or US Navy approved equivalent standard commercial procedures. The overhauled LM2500 SST gas generator shall be free of all corrosion when delivered to the US Navy.

If, after contract award, the contractor proposes to use repair procedures (which are not specifically allowable under the current Statement of Work) to complete the engine overhaul, the contractor must request approval from NSWC Code 9333 to use any alternate repair procedures. If NSWC Code 9333 approves any alternate repair procedures, the contract price shall be negotiated downward to reflect the cost savings obtained from the alternate repair process(es).

In addition to NSN and part number (PN) markings contained herein, overhauled units shall be marked, in accordance with standard commercial practice, with the delivery order number and date of overhaul.

### **C.3.2 Tooling**

The contractor shall possess all supplies and materials necessary to accomplish the overhaul of US Navy LM2500 SST gas generator assembly, including accessories. At the time of proposal submission, all contractors shall possess a minimum of 90% of the total number, and 95% of the total dollar value, of all required tooling and machinery necessary to perform an overhaul of an LM2500 SST gas generator. Subcontractor tooling and the amount of subcontractor tooling will be utilized to determine whether a contractor possesses the minimum of 90% of the total number, and 95% of the total dollar value, of all required tooling and machinery necessary to perform an overhaul of an LM2500 SST gas generator. The US Navy shall not provide nor be responsible for any special support equipment, tooling, or machinery used for the overhaul of US Navy LM2500 SST gas generator. A list of Special Support Equipment and tooling required to perform an overhaul of an LM2500 SST gas generator and its accessories is contained in US Navy depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 2. This list outlines the minimum required equipment needed to perform an overhaul of an LM2500 SST gas generator. Offerors may propose to use LM2500 SST gas generator special support equipment, tooling, and associated machinery in excess of what is required in US Navy technical manual S9234-AB-MMD-010/LM2500 Chapter 2, that enhances the offerors ability to perform an LM2500 overhaul.

### **C.3.3 Test Cell**

The contractor shall, at a minimum, have an operational test cell and overhaul facility. The contractor's gas turbine test cell facility shall, at a minimum, be in the thirty thousand (30,000) pound thrust class. The contractor shall test for both proper function and performance throughout the entire range of operation from start through the full power

rating. The contractor shall be fully capable of performing the following: functional testing of the gas generator including vibration, starting, restarting, acceleration, and HP Recoup. Expected performance guidelines are outlined in Section C.4.1. Procedures, testing points, instrumentation, and the instrumentation ranges and tolerances required to measure function and performance are specified in the US Navy LM2500 depot level technical manual S9234-AB-MMD-030/LM2500 latest revision, Section 13.2.

In the event of a failure in the testing, additional tests (penalty tests) shall be performed to ensure that the mechanical deficiency was corrected by the maintenance performed, however, the complete testing of the gas generator shall be performed in conjunction to these additional tests.

All accessories shall be tested individually in accordance with the testing procedures outlined in the most recent version of the US Navy LM2500 depot level technical manuals. Copies of the accessories test reports shall be provided to NSWC Code 9333. The contractor's ability to demonstrate the compilation of gas generator rebuild information in a gas generator overhaul report shall be evaluated in accordance with Section L of this solicitation.

The fuel used during testing of the gas generator shall be either JP-5, Jet A1, JP-8, Jet A or marine diesel oil. The gas generator shall be the standard US Navy configuration once the overhaul is completed and the gas generator is shipped back to the US Navy.

The test cell shall, at a minimum, have the instrumentation requirements to meet or exceed the associated ranges and tolerances specified in Table 13-1.2 of the US Navy depot level technical manual S9234-AB-MMD-030/LM2500 latest revision.

The contractor shall provide as part of their testing proposal documentation to state if the US Navy LM2500 gas generator will be tested with slave accessories.

### **C.3.4 Material**

The contractor shall supply and only use US Navy approved parts in the overhaul of US Navy LM2500 SST gas generator. All approved parts for use in US Navy LM2500 SST gas generator are listed in the US Navy LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070/LM2500 through S9234-AD-MMO-090/LM2500 latest revision. The use of aftermarket parts is not permitted.

All US Navy material shall be stored indoors in a separate secured area. The contractor shall be responsible for the security of any US Navy assets while the assets are at the contractor's facility until the time that the asset(s) is (are) delivered to a US Navy facility.

#### **C.3.4.1 US Navy Furnished Gas Turbine Upgrade Kits**

The US Navy will provide the contractor with selected US Navy LM2500 gas turbine upgrade kits. These kits will be provided at no expense to the contractor. All available US Navy LM2500 gas turbine upgrade kits are listed in Tables 1 and 2.

The upgrade kits listed in Table 1 are required as needed based on the teardown and inspection of the engine. The upgrade kits listed in Table 2 are mandatory to be installed.

Kit Number	Description	GTC #
9012LKA117496TU	Replacement of Fuel Pump Strainer Element	12
9013LKA117701TU	HPT Stg 2 Nozzle Assy & Turbine Midframe Assy	13
9017LKA117997TU	CDP Rotating Air Seal	17
9019LKA118189TU	Compressor Rotor Assembly	19
9019LKA218190TU	Compressor Rotor Assembly Kit 2	19
9021LKA718201TU	High Pressure Turbine Rotor Kit	21
9024LKA119233TU	Electrical Connector Sealing Improvement	24
9026LKA222582TU	Compressor Stg 3-6 VSV Bushing Improvement	26
9028LKA120165TU	No. 5 & 6 Bearing Heat Shields & Thermal Blankets	28
9029LKA120257TU	HPT Rotor Hook Bolt	29
9031LKA120259TU	AFT Thermocouple Lead	31
9033LKA120426TU	Internal Components-Main Fuel	33
9034LKA120432TU	Cooling & Vent Seal Tube Brackets	34
9045LKA121637TU	Main Fuel Pump, Plug Seating	45
9051LKA121788TU	Deletion Of C- And D- Sump Lube System Check	51
9052LKA121789TU	Redesign Of The PT5.4 Pressure Sensing System	52
9053LKA121790TU	Replacement Of A- And B- Sumps Ejector Nozzle	53
9044LKA121636TU	Major Update to MFC	54
9055LKA122651TU	Starter Upgrade New Shaft Seal	55
9056LKA123082TU	Compressor Rotor Stability Improvement	56
9057LKA123363TU	Deletion Of Pilot Pressure Relief Valve	57
9064LKA124017TU	Improved LPT Interstage Seal Bolting	64
9066LKA124869TU	MFC Control Meter Vlv. / T2 Servo Sleeve	66
9091LKA129427TU	Elimination Of Aerodynamic Instability	91

**Table 1: LM2500 Gas Turbine Upgrade Kits**

GTC/GTB/AYC	Issue Date	Subject	Kits/Part Number
GTC 75	6/13/2002	Installation of Redesigned VSV Stage 5 and 6 Vane Arms	No Kit Available
GTC 77R1	2/10/92 (Issued) 7/15/96 (Latest Revision)	Accelerometer Vibration Sensing System Mod on DD-963, DD-993, CG-47 and DDG-51 Class Ships	9077LKA228126TU
GTC 78	6/13/2002	Compressor Variable Stator Improvements	No Kit Available
GTC 79R2	1/2/96 (Issued) 7/15/96 (Latest Revision)	Addition of a Vibration Dampening Bracket and Clamp on "C" Sump Lube Supply Line	9079LKA125702TU 9079LKA225703TU
GTC 83R1	10/18/2001	Installation of New Lube and Scavenge Pump	9083LKA127123TU 9083LKA227124TU
GTC 84R2	7/27/92 - 3/23/94	Provide Improved Fuel Manifold That Incorporates Flexible Hoses	9084LKA127463TU
GTC 89	8/10/1994	Coast Metal 64 Hardcoat TMF For Wear Protection	N/A
GTC 95	5/7/2001	Improved LM2500 PLA	9095LKA129853TU
GTC 96	8/1/2003	LM2500 Flexible T5.4 Thermocouple Harness	GTC96K1R0GTM
GTB 24R1	4/10/2000	Inspection/Installation of TMF Anti-Rotation Pins	135042
AYC 39R1	10/23/1997	Improved Drain System for the Fuel Shut-Off Valves	9039LKA128217TW
AYC 42	5/7/2001	PLA Connector/Cable Improvement	9042LKA129850TW

**Table 2: Mandatory Gas Turbine Technical Directive Bulletin/Changes to Upgrade Kits**

### **C.3.5 LM2500 SST Gas Generator Minimum Work Scope**

The contractor shall perform a complete teardown and inspection of the US Navy LM2500 SST gas generator including accessories. The contractor shall also visually inspect gas generator external components and visible flanges, control and accessories piping, electrical leads, clamps, brackets, nuts, bolts, etc. for damage, wear, deterioration, looseness, proper configuration, etc. All US Navy LM2500 SST gas generator components shall be inspected in accordance with inspection criteria outlined in the US Navy LM2500 depot level technical manuals.

All teardown and inspection results and contractor overhaul recommendations shall be forwarded to NSWC Code 9333.

After completion of teardown and inspection the contractor shall hold a work scope meeting with NSWC Code 9333. This meeting will decide the amount of work that will be performed to return this asset to a ready for issue (RFI) status. During the work scope meeting, any unforeseen work which is over and above the minimum repair requirements of this specification will be discussed. Unforeseen work will be addressed in accordance with the provision set forth in Section H. The US Navy reserves the right to furnish replacement parts for unforeseen repairs. The US Navy also requires a proposed cost estimate for unforeseen repairs at the work scope meeting. All Over and Above repairs shall be in accordance with the procedures outlined in the US Navy LM2500 depot level technical manuals.

The US Navy LM2500 SST gas generator shall have the overhaul work identified Sections C.3.5.1 through C.3.6 of this specification performed during the overhaul of the US Navy LM2500 SST gas generator.

#### **C.3.5.1 Compressor Rotor and Stator**

Disassemble, inspect, clean, and process as described below and per procedures outlined in the US Navy LM2500 depot level technical manuals.

##### **COMPRESSOR ROTOR:**

- a. Steam clean compressor, disassemble, inspect and process.
- b. Replace Stage 1 blades. Install reworked blades with new mid-span carboloy pads (Gas Turbine Change (GTC) 23R1). Map all compressor rotor balance weights in accordance with depot level technical manual.

Per US Navy LM2500 depot level technical manual:

3 - 9 spool not to exceed 10 weights.

10<sup>th</sup> stage disc not to exceed 3 weights.

11 - 13 spool not to exceed 16 weights.

14 - 16 spool not to exceed 12 weights.

Complete compressor rotor not to exceed 24 total weights.

- c. Remove all blades and route for processing.
- d. Inspect for blade platform gap. If minimum gap is exceeded, install additional wide platform blades as required to reduce gap.

##### **COMPRESSOR STATOR:**

- a. Disassemble, clean and process.
- b. Inspect variable stator vane (VSV) shroud per paragraph 8-179/Table 8-63 of US Navy LM2500 depot level technical manual. If GTC 36 not incorporated previously, comply.

#### **C.3.5.2 Compressor Rotor Repair Deviation**

All serviceable stage 1 compressor blades shall be repaired and provided with a full 20 mils (+/- 1 mil) thickness carboloy wear pad. Braze shall encompass the pad 100%, there shall be no clearance between the pad and mid span shroud surface. The pad shall be masked during dovetail stripping to prevent damage to carboloy wear pad.

#### **C.3.5.3 Combustor**

Disassemble, inspect, clean, and process per procedures outlined in the US Navy LM2500 depot level technical manuals. Remove combustor and replace hastelloy dome with HS 188 dome PN 9016M57G06/G08 (retain the swirlers). The contractor is responsible for providing the replacement HS 188 dome. Inspect per paragraph 8-294 of US Navy LM2500 depot level technical manual.



#### **C.3.5.4 Combustor Repair Deviation**

All serviceable fuel nozzles require complete overhaul in accordance with US Navy LM2500 depot level technical manual. Flow and test only is not acceptable.

#### **C.3.5.5 High Pressure Turbine**

Disassemble, inspect, clean, and process per procedures outlined in the US Navy LM2500 depot level technical manual.

- a. Disassemble, inspect and process per paragraphs 8-372 through 8-377 of US Navy LM2500 depot level technical manual.
- b. Rework all nozzles.
- c. Rework all blades.
- d. Rework all shrouds.
- e. Comply with GTCs 13 and 29.
- f. Inspect the following:
  1. Forward rotating air seals.
  2. Coupling nut, including silver plating.
  3. Forward shaft.
  4. Stage 1 disk.
  5. Stage 1 blade retainer.
  6. Thermal shield.
  7. Stage 2 disk.
  8. Stage 2 blade retainer.
  9. Rear shaft.
- g. Remove aft shaft, pressure tube and inspect.
- h. Remove borescope plugs inspect in accordance with US Navy LM2500 depot level technical manual, including silver replating/apply antiseize.

#### **C.3.5.6 High Pressure Turbine Blade and Nozzle Coating Requirements**

The high pressure turbine (HPT) blades and nozzles shall be coated as follows:

- a. All serviceable Stage 1 and Stage 2 HPT blades shall be provided with Platinum Aluminide (PtAl) coating. Complete blade repair required, mini tip repairs are not acceptable.
- b. All serviceable Stage 1 and Stage 2 HPT nozzles shall be provided with PtAl coating.

#### **C.3.5.7 Frames, Bearings, Seals, and Gearbox**

Disassemble, inspect, clean, and process per procedures outlined in the US Navy LM2500 depot level technical manuals. In addition, the contractor shall perform the following:

- a. Remove, clean, inspect, and preserve all gas generator main bearings per paragraph 8.43 of US Navy LM2500 depot level technical manual.
- b. Inspect accessory gearbox mounting link and rod ends for spherical ball bearings wear, fretting, and looseness.
- c. Replace piston rings on 4R seal with PN 9693M18P04 (Kit No. 537L180G01) rings.
- d. Inspect compressor rear frame (CRF) internal hub and strut fillets for cracks.
- e. Inspect compressor front frame (CFF) for corrosion and missing paint. Also check mounting bushing and inner bushing for wear. Replace oil supply tube "O" Ring, PN J221P020 per Figure 9-28, item 3 in S9234-AB-MMD-030/LM2500.
- f. Inspect turbine mid frame (TMF) liner for cracks and distortion.

- g. Replace No. 5 and 6 bearing heat shields per GTC 28.
- h. Pressure test sumps (all frames).
- i. Replace compressor rear case (CRC) to CRF bolts with PN 9665M50P12.
- j. Install PN 9084M64 oil inlet tube on all TMF(s) processed. Remove and replace PN 9677M81 old style tubes.
- k. Inspect and test CRF oil tubes for cracks.
- l. Disassemble to allow for inlet and accessory gearbox bearing processing.
- m. Inspect and test speed sensor per paragraph 47.11 of US Navy LM2500 depot level technical manual.
- n. Remove borescope plugs, inspect, apply antiseize.
- o. Install inlet gearbox (IGB) nut, PN L16569P04 per Figure 51-41 of US Navy LM2500 organizational level technical manual.
- p. Replace bearing, compressor air seal, per Figure 8-8 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9654M03G03 and 9654M03G06 with Teflon seal PN L44765G01.
- q. Replace stationary oil seal , per Figure 8-16 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9654M23P03 and 9654M23P04 with Teflon seal PN L47033G02.
- r. Replace air/oil separator, per Figure 53-2 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9634M44P02 and 9634M44P04 with Teflon seals PN 9634M44P06 or 9634M44P07.
- s. Dimensional inspect No. 4B stationary oil seal 9693M49P05 and re-identify per CID 60543.

Any conditions found that exceed the technical manual service limits require repair or replacement of component in accordance with the US Navy LM2500 depot level technical manuals.

#### **C.3.5.8 Gas Generator Controls and Accessories**

In addition to inspection and repair procedures outlined in the US Navy LM2500 depot level technical manuals, the contractor shall perform the following:

- a. Remove and inspect starter for foreign object damage. Comply with gas turbine changes to meet requirements of Section C.3.6.
- b. Remove main fuel control and bench test per paragraph 24.2.76 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section C.3.6.
- c. Remove fuel pump, inspect and clean (GTC 12) strainer element, modify for eductor plug unseating per GTC 45. Test per paragraph 26.14 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section C.3.6.
- d. Remove fuel nozzles, inspect and test the entire set per paragraph 31-12 of US Navy LM2500 depot level technical manual.
- e. Inspect, clean, test, or replace main fuel filter element per Chapter 27 of US Navy LM2500 depot level technical manual.
- f. Remove and bench test fuel shut-off valves per paragraph 29.13 of US Navy LM2500 depot level technical manual. Comply with Ancillary Equipment Change (AYC) 39.
- g. Remove and bench test compressor inlet temperature (CIT) sensor per paragraph 25.13 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section C.3.6.
- h. Remove, inspect and test all electrical cables for wear of braid and interface connectors for integrity, cleanliness and seals (GTC 24).
- i. Inspect and test VSV feedback cable per paragraph 47.6 of US Navy LM2500 depot level technical manual.
- j. Inspect and repair as required and test power level angle (PLA) actuator. Comply with GTC 95.
- k. Inspect and test vibration transducer per paragraph 47.19 of US Navy LM2500 depot level technical manual.
- l. Inspect PT 5.4 probes, pigtails, and manifold per paragraph 47.7 of US Navy LM2500 depot level technical manual.
- m. Inspect fuel manifold for end connector cracks. Comply with GTC 84R2 if not incorporated.

- n. Inspect and test overspeed transducer leads per paragraph 47.18 of US Navy LM2500 depot level technical manual.
- o. Lube and scavenge pump – perform bench test. Repair/replace if limits are not met per Chapter 33 of US Navy LM2500 depot level technical manual. Comply with GTC 83R1.
- p. Pressurizing valve – perform bench test. Repair/replace if limits are not met per paragraph 28.13 of US Navy LM2500 depot level technical manual.
- q. Fuel filter assembly – perform bench test. Repair/replace if limits are not met per paragraph 27.12 of US Navy LM2500 depot level technical manual.
- r. VSV actuator – perform bench test. Repair/replace if limits are not met per paragraph 32.13 of US Navy LM2500 depot level technical manual. Comply with GTC 78.
- s. Inspect and test resistance temperature detectors (RTD) per paragraph 47.10 of US Navy LM2500 depot level technical manual.
- t. Inspect and test spark igniter per paragraph 47-16 of US Navy LM2500 depot level technical manual.
- u. Inspect and test ignition exciter per Chapter 39 of US Navy LM2500 depot level technical manual.

Any conditions found that exceed the technical manual service limits require repair or replacement of component in accordance with the US Navy LM2500 depot level technical manuals.

### C.3.6 LM2500 SST Gas Generator Configuration

All US Navy LM2500 SST gas generator accessories shall be of the following configuration after overhaul:

a. Main Fuel Control (MFC)	L16716P25
b. Fuel Pump	9039M45P09
c. Lube and Scavenge Pump	L24407P07
d. PLA Actuator	L22263P07A
e. CIT Sensor	L21225P02
f. Starter	L34085P08

PLA actuators that are of a higher configuration (e.g. a L22263P09 PLA is higher configuration than that of a L22263P07A PLA) shall not be reconfigured to the configuration listed above. The higher configuration accessories shall be repaired in their current configuration. L22263P07A represents the minimum repair requirements. This applies to the PLA only.

All US Navy LM2500 SST gas generator shall have the mandatory Gas Turbine Technical Directives (TDs), GTBs/GTCs/AYCs, listed in Table 2 incorporated during the overhaul. NSWC Code 9333 will provide the upgrade kits to the contractor to incorporate these Technical Directives at no cost to the contractor, for GTCs listed in Table 2 with the exception being GTCs 75, 78 and 89 for which the contractor will have to provide. To view/download individual Technical Directives, the contractor may visit the US Navy Marine Gas Turbine website at [www.navygasturbines.org](http://www.navygasturbines.org).

In conjunction with GTC 89, GTB 24R1 shall also be incorporated. GTB 24R1 installs anti-rotation pins in the TMF to prevent a clocked liner from contacting and severing the gas generator thermocouples. The US Navy will supply the anti-rotation pins to the contractor at no cost.

US Navy gas turbine kits shall only be requested if the kit is required for the overhaul. These kits shall be used for upgrading of the gas generator and accessories only. If the gas generator being overhauled previously had one of the GTCs listed above incorporated, the kit for that GTC shall not be requested, except when kit incorporation is necessary to maintain standard configuration. Determination of what kits are needed is the responsibility of the contractor. The tables/information that outline which kits are needed for the corresponding part numbers/serial numbers are found in the GTC along with the detailed installation instructions. Information regarding which GTCs are incorporated on the gas generator that arrives at the contractor's facility is contained in the gas generator's logbook. Logbook service records shall be examined to determine the current Technical Directive Configuration, inspections, standard and mandatory configuration upgrades required.

All material required to complete the overhaul shall be identified in the Disassembly and Inspection Report (DIR), prior to the work scope meeting. The US Navy reserves the right to furnish replacement parts for unforeseen repairs. All remaining material required to complete the overhaul shall be procured by the contractor. The contractor shall only use parts identified in the LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070 through S9234-AD-MMO-090/LM2500.

The contractor shall incorporate approved US Navy LM2500 Technical Directives listed in Table 2 of this document.

### **C.3.7 Technical Approval**

Deviations from the latest revisions of US Navy LM2500 depot level technical manuals, listed in Section C.2.2 of this document, such as waivers, engineering change proposals, material substitutions, engineering directives or alternate overhaul methods, not specifically stated in these manuals shall only be permitted after processing deviations and obtaining written approval from NSWC Code 9333. Documentation for requesting such deviations to the US Navy technical manuals shall be an email sent to NSWC Code 9333 followed by a letter on company letterhead.

All processes, procedures, inspection criteria, and components used in the overhaul of US Navy LM2500 SST gas generator shall be approved by NSWC Code 9333 for use or implementation in the gas generator overhaul. Approved procedures and components are listed in the US Navy LM2500 technical manuals, outlined in Section C.2.2 of this document. The Navy upon written request will evaluate additional procedures and components not listed in the aforementioned technical manuals on a case-by-case basis. Commercially equivalent procedures will be considered but are not approved for use without written authorization from NSWC Code 9333.

### **C.3.8 Receipt Reporting, Test, Disassemble, Inspect, Upgrade, DIR and Analyze the LM2500 SST Gas Generator NSN 2S 2835-01-237-1153**

The contractor shall store the LM2500 SST gas generator inside its nitrogen pressurized shipping container from the time of receipt of the asset up until the induction of the gas generator for overhaul. After the gas generator overhaul and operational testing is completed, the gas generator and service records shall be stored in the shipping container. At all times, before and after overhaul, when the gas generator is stored in the shipping container, the container shall be pressurized with nitrogen to preserve the components. Detailed instructions for the care of the US Navy gas turbine shipping container is outlined in the US Navy technical manuals S9234-AA-MMA-000/LM2500 Section 2-169 latest revision, and S9234-AB-MMD-030/LM2500 Chapter 14 latest revision.

If the shipping container is unable to hold the nitrogen charge when the container is received, or at any other time when the gas generator is stored in the shipping container, the contractor shall notify NSWC Code 9333 within two (2) working days.

Within five (5) working days after receipt of the US Navy LM2500 SST gas generator, the contractor shall contact NSWC Code 9333, to provide the serial number of the gas generator, and physical condition of the shipping container.

Within five (5) working days of container opening and receipt inspection of the US Navy LM2500 SST gas generator, the repair activity shall contact NSWC Code 9333 to report all parts/components that are missing, damaged or cannibalized.

The contractor shall disassemble, as necessary, to incorporate mandatory TDs, comply with LM2500 SST gas generator Minimum Work Scope requirements as defined in Sections C.3.5 through C.3.6 and maintain integrity of standard configuration.

Inspection is necessary to determine the extent of failures requiring repairs, conduct metallurgical evaluations and provide a DIR. The analysis shall result in a DIR on all SST gas generator's and concurrent parts, assemblies, or selected component items that are inducted for processing.

All inspection criterion, procedures, and modifications shall be in accordance with Sections C.3.4.1, C.3.5 through C.3.6 and subsequently supplemented utilizing the US Navy LM2500 depot level technical manuals outlined in Section C.2.2, and replacement parts in accordance with the LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070 through S9234-AD-MMO-090/LM2500. Only parts listed in the Illustrated Parts Breakdown shall be used in the overhaul of US Navy LM2500 SST gas generator.

In those cases where specifications permit and it is economically feasible to do so, component parts of the gas generator shall be overhauled. "Economically Repairable End Items" are defined as end items which can be restored to a serviceable condition in accordance with the applicable requirements, and when costs of the overhaul will not exceed 75% of the US Navy stock list price specified in the contract. Whenever the contractor estimates that the total cost of overhaul of any end item received for overhaul and/or repair will exceed this limit, the contractor shall, in writing, promptly notify NSWC Code 9333 to that effect and shall not perform any further services on any such items except at the direction of NSWC Code 9333. Upon receipt by the contractor of a written determination by NSWC Code 9333 that a particular item cannot be overhauled, the contractor, at no additional cost to the US Navy, shall return the component to NSWC.

### C.3.9 Delivery

The US Navy LM2500 SST gas generator shall be overhauled, tested, documented and prepared for shipment within 125 days after induction into repair cycle. The contractor shall report work stoppage due to US Navy related delays to NSWC Code 9333 and to NSWC Code 3352, within three (3) working days. The repair cycle starts when the US Navy gas generator arrives at the contractor's facility, and is completed once the US Navy borescope inspection is performed after the acceptance test run. The Contractor shall arrange transportation of the gas generator so that the repair cycle will start within 30 days of award of contract.

### C.3.10 Engineering Change Proposals

The contractor shall incorporate approved class I Engineering Change Proposals (ECP) into items overhauled under orders under this contract if: the approved ECP states that the change is to be incorporated into the gas generator upon return to the depot and the part(s) necessary for incorporation are available; or the approved ECP replaces a part or parts with another part or parts without retrofit recommendation, and the older part(s) is (are) no longer available as government furnished equipment or contractor furnished equipment. An ECP is considered approved if block 24A of the appropriate DD Form 1692 is checked and block 24C has been signed.

A list of currently approved US Navy LM2500 ECPs is found in Table 3.

Approved ECPs/TDs promulgate modifications to improve equipment reliability and/or maintainability. The approved ECPs/TDs generate configuration changes which may add or delete parts or components. An Engineering Change Proposal – Allowance Parts List (ECP-APL) Number is provided to reflect the revised supporting parts. The TD and ECP-APL Numbers are used to track the Scheduling and accomplishments of the changes as applicable to various equipment, systems or ship. The ECP-APL Number is necessary for Configuration Status Accounting (CSA) even though the specific change may not involve a parts change; in these cases the head data for such ECP-APL will indicate that no parts are involved.

ECP Number	TD Cross Reference	Title
N-324	-	LM2500 Commonality Changes:10.1 # 7R/7B Lube Nozzle, 10.2 #4R Heat Shield & B Sump Insulation Blankets
N-295	-	Introduction of One Half Size Shroud Support (C-Clip)
N-272	-	LM2500 "A" Sump/Inlet Gearbox Modification for Prevention of Lube Oil Leakage
N-245	-	Rear Compressor Stator Vane Locking Key Improvement - Increased Bearing Area, and Improved Outlet Guide Vane Design in Area of Locking Keys
N-238	-	Forward Compressor Stator Vane Locking Key Improvement - Increased Bearing Area.

**Table 3: Approved LM2500 ECPs****C.3.11 MGTE Logbook**

The contractor shall maintain the concurrency of the logbook received with the gas generator in accordance with the latest revision of NAVSEA technical manual (S9086-HC-STM-000/Chapter 234, Section 8), for the Marine Gas Turbine Equipment (MGTE) service records received with the equipment.

The document shall be reviewed to ensure that the extent of accomplished overhaul/inspection has been accurately logged in the appropriate logbook record forms and compiled prior to packaging the equipment for shipment. The contractor shall notify NSWC Code 9333 if the MGTE logbook received from the government is erroneous or is not current. The MGTE logbook shall be enclosed in a transparent, waterproof/greaseproof bag (with a reusable, press fit, zip type or equivalent closure) prior to packaging and enclosed with the SST gas generator prior to shipment. The contractor shall notify NSWC Code 9333 if the MGTE logbook is not received with the equipment.

**C.3.12 Gas Generator DIR and Overhaul Report**

Disassembly and Inspection Reports (DIR): Is the engineering analysis of the removed parts, assemblies, or components to determine the cause(s) or the symptoms which precipitate removal and of other conditions not meeting acceptance criteria. The analysis shall result in a DIR on the SST gas generator and concurrent parts, assemblies, or selected component items that are identified for induction and processing. The format of a DIR report is provided in CDRL A003 of this contract. The DIR report shall be submitted within forty-five (45) days after SST gas generator induction.

The contractor shall compile a gas generator overhaul report in the contractor's format. This report shall be submitted to NSWC Code 9333 within sixty (60) days after completion of overhaul, in accordance with Contract Data Requirement (DD 1423). This report at a minimum shall contain:

- a. All incoming inspection results with teardown inspection records.
- b. All inspection data and damage reports.
- c. Total overhaul work scope, including the logbook record of overhaul.
- d. A list of all parts replaced and/or upgraded (e.g. part numbers, serial numbers and work performed).
- e. Pictures of damage found.
- f. Assembly records, a detailed step-by-step record of gas generator assembly.
- g. Test records from all testing performed (including accessories).
- h. Borescope inspection report (for the borescope that is performed by the contractor).
- i. List of all technical directives, and industrial service bulletins incorporated during gas generator overhaul.
- j. All authorized deviations from US Navy LM2500 depot level technical manuals.
- k. Method of shipment and location shipped to.
- l. Data elements of DIR not listed in this report.

The repair activity shall submit DIR and Overhaul reports related to MGT condition recorded during induction, recommendations, all parts replaced, and actions taken during repair.

**C.4 Testing Requirements****C.4.1 General**

After overhaul and assembly, the contractor shall test the US Navy LM2500 SST gas generator assembly in accordance with the testing and the acceptance/rejection criteria cited in the latest revision of the appropriate US Navy LM2500 depot level technical manuals. The gas generator shall be tested to ensure that it will operate properly

when installed shipboard. US Navy LM2500 SST gas generator shall be tested in accordance with the testing procedures outlined in Chapter 13 of the US Navy LM2500 technical manual S9234-AB-MMD-030/LM2500 latest revision. The gas generator shall be tested and performance data corrected to the standard US Navy day, ambient temperature of 100 degrees Fahrenheit and ambient pressure of 14.7 psia. The overhauled gas generator performance data, after corrected to a 100 degree Fahrenheit day, shall meet or exceed the criteria stated in the testing section of the US Navy LM2500 depot level technical manual.

The overhauled gas generator would be expected to operate within the following performance guidelines when compared to a nominal new engine baseline as defined in the LM2500 NARF performance reduction program when performance data is corrected to the standard US Navy day, ambient temperature of 100 degrees Fahrenheit and ambient pressure of 14.7 psia, and operated at full power:

- a. Does not exceed the “as installed” shipboard T5.4 limit of 1575 degrees Fahrenheit.
- b. Liquid fuel flow by no more than 1% below the baseline.
- c. Compressor efficiency by no more than 1.2% below the baseline.

The contractor shall notify NSWC Code 9333 fourteen (14) days prior to any gas generator testing, in order for a Government representative to be present during the testing. Data from any and all testing will be enclosed in the gas generator overhaul report produced by the contractor.

## **C.5 Quality Assurance**

### **C.5.1 General**

The offeror shall provide a commercial warranty, which applies to the overhaul work performed under the contract to cover the overhaul performed under the contract.

The contractor shall maintain an internal component tracking system within their facility.

The contractor shall minimize the use of subcontractors for overhaul of major components (i.e. compressor assemblies, TMF assemblies, etc.).

The contractor shall allow for the gas generator to have a borescope inspection performed by US Navy personnel at the contractor’s facility after the acceptance test is run. The gas generator shall meet or exceed all US Navy standards before acceptance. Any components that are deemed unsatisfactory by the US Navy inspectors shall be replaced before the US Navy accepts the gas generator. The rejection of components and/or the classification of unsatisfactory will be in accordance with the criteria specified in the US Navy technical manuals listed in Section C.2.2 of this document. Components that are deemed unsatisfactory shall be replaced at no additional cost to the US Navy.

At the time of the acceptance test and subsequent borescope inspection, the gas generator shall be cleaned in accordance with procedures outlined in US Navy LM2500 depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 3 or US Navy approved equivalent standard commercial procedures.

## **C.6 Packaging and Shipping**

The contractor shall be responsible for all shipping required to overhaul the US Navy LM2500 SST gas generator. The contractor shall have the LM2500 SST gas generator shipped from Philadelphia, PA to the contractor’s facility. When the overhaul is complete and the contractor is ready to ship the overhauled US Navy LM2500 SST gas generator, the asset shall be stored and shipped in accordance with procedures outlined in the technical manuals cited below. The contractor shall ship the gas generator to NSWCCD-SSSES (address provided in Section F). The US Navy gas turbine shall be stored in US Navy provided reusable LM2500 shipping container. The US Navy requires that if the US Navy LM2500 SST gas generator is in storage before the asset is shipped back to a US Navy facility, the asset shall be stored in a nitrogen pressurized US Navy shipping container, as specified in Section C.3.8 of this document.

The gas generator shall only be shipped in the US Navy provided LM2500 gas generator shipping container. Shipping shall be in a manner such that the input loads to the container do not exceed 34.335 meters per second per second upward, 24.525 meters per second per second downward, 14.715 meters per second per second lateral, and 19.62 meters per second per second fore and aft. Shipment via highway or rail, require the utilization of a pneumatic suspension trailer or pneumatic suspension rail car.

The container shall be inspected in accordance with technical manuals S9234-AA-MMA-000/LM2500 Section 2-169 latest revision, S9234-AB-MMD-030/LM2500 Chapter 14 latest revision. The overhaul of the container is not specifically part of this contract. If the container is deemed to be in need of overhaul the contractor shall contact NSWC Code 9333 upon receipt of the container. It should be noted that this is a reusable and repairable container. At no time shall the LM2500 gas generator shipping container be disposed of.

In the event that the gas generator is in storage either prior or post overhaul, storage maintenance shall be performed on the gas generator in the shipping container, to ensure container nitrogen preservation pressure charge and desiccant is not compromised. This maintenance shall be performed on a monthly basis.

## **C.7 Proposal Requirements**

### **C.7.1 Overhaul Report**

The offeror shall submit, with their technical proposal, one (1) gas generator overhaul report, generated since 2001, for other LM2500 gas generator customers that addresses the contractor's ability to perform overhaul work of the LM2500 in accordance with the minimum work scope requirement identified Section C.3.5.1 through C.3.6 of this specification. Report should include turn around time.

### **C.7.2 Test Cell Operational Report**

The offeror shall submit, in their testing proposal, one (1) test cell operational report, generated since 2001, for other marine or industrial LM2500 gas generator customers. Test cell performance data shall be submitted to confirm the requirement for prior experience with the overhaul of the General Electric LM2500 SST gas generator for industrial or marine customers. The report shall be generated by the test facility that is owned by the offeror and shall be the same facility that will be used to test the US Navy gas generator. Testing of the US Navy LM2500 SST gas generator shall not be subcontracted without written approval from NSWC Code 9333.

### **C.7.3 Test Cell Information**

The contractor shall provide documentation to state whether or not the US Navy LM2500 gas generator will be tested with slave accessories.

### **C.7.4 Facility Audit**

The US Navy reserves the right to conduct a facility audit on offerors found to be technically acceptable. If an audit is conducted, the following will be viewed by the Government evaluation team: LM2500 SST gas generator special support equipment and tooling, machinery required to perform an overhaul of a LM2500 SST gas generator, inspection of the internal component tracking system, the LM2500 test cell, evaluation and/or verification of the capability of meeting the upper gas generator repair requirement, bonded material evaluation, amount of US Navy approved material in stock storage facility evaluation, and maintenance plan for inspecting and preservation of the US Navy gas generator in storage.

### **C.7.5 Component Tracking System**

The offeror shall submit with their facility capacity proposal documentation on their in house internal component tracking system for evaluation.



**C.7.6 Accessory Overhaul Report**

The offeror shall submit, with their facility capacity proposal, one (1) accessory overhaul report for each of the LM2500 accessories (main fuel control, starter, power lever angle actuator and lube oil pump) overhauled by the offerors facility and generated since 2001, for other LM2500 gas generator customers. These reports shall addresses the contractor's ability to perform LM2500 accessory overhaul work in accordance with the minimum work scope requirement identified Section C.3.5.1 through C.3.6 of this specification.

**C.7.7 Subcontracting**

The offeror shall submit, with their technical proposal, a list of all subcontractors they plan to utilize during performance of the contract and list which component(s) the subcontractor will be overhauling.

## SECTION D Packaging and Marking

Packaging shall be in accordance with Section C.6 of the Statement of Work.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

INSPECTION AND ACCEPTANCE TERMS

Supplies/Services will be inspected/accepted at:

CLIN	FINAL INSPECTION AT	FINAL ACCEPTANCE AT
0001		
0001AA	Destination	Destination
0001AB	Destination	Destination

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

## SHIP TO ADDRESS:

Naval Surface Warfare Center, Carderock Division  
 Code 9332, Tom Habib  
 5101 South 18th Street  
 Philadelphia, PA 19112-1403  
 Tel: 215-897-7287  
 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**  
 (Contracting Officer insert specific details)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA	1 EA	155 Days*
0001AB	1 Lot	IAW DD Form 1423

**Note: Completion of Overhaul shall be within 125 days after induction into the repair cycle in accordance with Section C.3.9 of the Statement of Work.**

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\* Check applicable procedure.  
(End of clause)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

Unforeseen Work

- (a) The Contractor shall promptly, at the time of the work scope meeting set forth in C.3.5, give written notice of the unforeseen work. The unforeseen work includes only that work which is latent or differs materially from what is ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. Any work which would have been anticipated, given a careful review of the Marine Gas Turbine Equipment Service Record provided as Attachment J.4 will not be considered unforeseen work.
- (b) The Contracting Officer shall investigate the unforeseen work and if conditions do differ and cause an increase or decrease in the contractor's cost of, or time required for, performing any part of the work under this contract, whether or not changed as a result of the unforeseen work, shall negotiate an equitable adjustment and the contract will be modified accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required.
- (d) No request by the Contractor for an equitable adjustment to the contract for unforeseen work shall be allowed if made after final payment under this contract has been made.

## CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

- (C) Customer satisfaction;
  - (D) Timely award and management of subcontracts;
  - (E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.
- (5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.
- (6) *Other Areas (If applicable)*:
- (d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:
- (1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
  - (2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
  - (3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
  - (4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
  - (5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.



## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002

52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

**Mechanical Technician** **\$67.27 (burdened)**

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following (none). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the interested offerors.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION)

(a) Except as authorized by the Office of Foreign Assets Council (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in OFAC's regulations at 31 DFR Chapter V and/or OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however,

compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of

options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development



and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive	(1) 50	(1) 50	(1) 25	25

contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by

the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Anita Nocton  
Naval Surface Warfare Center  
5001 S. Broad Street, Bldg.4  
Philadelphia, PA 19112-1403

215-897-7388

CAR-I11 GOVERNMENT FURNISHED PROPERTY FOR OTHER THAN INDEFINITE DELIVERY  
CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

**Certain U.S. Navy LM2500 gas turbine upgrade kits listed in Tables 1 and 2 as referenced in Section C.3.4.1 of the Statement of Work. Required kits and delivery schedule will be identified during work scope meeting with NSWC Code 9333 personnel (refer to Section C.3.5 of the Statement of Work).**

(b) The property will be delivered at Government's expense at or near [ \*\* ]

\*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

## SECTION J List of Documents, Exhibits and Other Attachments

ATTACHMENT	TITLE	NO. OF PAGES
J.1	DD Form 1423, Seq. Nos. A001-A005 with instructions for completion	7
J.2	LM2500 Commercial Overhaul Facility Capability Checklist	9
J.3	GGA 185 Repair Requirements	1
J.4	LM2500 Engine Logbook for GGA 185	42
J.5	Wage Determination No. 94-2413 Rev (20) Area: Cincinnati, OH	8

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7042	Authorization to Perform	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.



(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310 (insert NAICS code).

(2) The small business size standard is **six million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

## 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign Government

Description of Interest, Ownership  
Percentage, and Identification of  
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.



\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions	JUN 1988
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## PROPOSAL PREPARATION REQUIREMENTS

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as two separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	3
Technical Proposal	1	3

The “originals” shall be clearly identified as the “ORIGINAL”, and bear the original signature(s) of the offeror. The “copies” shall be complete and clearly identified as “COPY” or “DUPLICATE”.

## (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

## (2) TECHNICAL PROPOSAL

The offeror’s proposal shall contain a **Technical Proposal** along with the **Solicitation, Offer and Award Document (SF-33-RFP)**. The technical proposal shall not contain any cost/ pricing information. The offeror shall submit **four (4)** copies of the **Technical Proposal**. The **Technical Proposal** shall contain sufficient information to enable Government personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the **Technical Proposal** demonstrates the offeror’s ability to understand and comply with the solicitation’s

requirements. Statements which paraphrase the specifications or attest that “standard procedures will be employed”, are considered inadequate in demonstrating the offeror’s actual capability of meeting the specification requirements. The **Technical Proposal** will be rated by the Government utilizing **Technically Acceptable / Low Cost** standards. As a minimum, the offeror’s **Technical Proposal** must clearly provide the following information:

## **EXECUTIVE SUMMARY**

1. This summary shall delineate the approach taken, profile innovations, and the attendant technology, demonstrating an understanding of the scope of effort required to satisfy the requirements of the contract. An overview of the managerial and organizational approaches shall be included, noting subcontractor relationships where applicable. The offeror shall identify his past experience on Government or commercial overhaul contracts for overhauling efforts of industrial or marine LM2500 gas generators. The offeror shall cite existing contracts (including those within the past one year). The offeror must describe corporate experience that demonstrates the knowledge and capability to perform the tasks in the RFP. The executive summary shall not contain price or cost information. A copy of the offeror's forwarding letter shall be contained in this volume.

## **TECHNICAL**

1. The proposal shall address, as they appear in the solicitation, each requirement (paragraph) of Section C. The proposal shall demonstrate the contractor's ability to comply, referencing any data, test report documentation, etc. (references should indicate page and/or paragraph). Any referenced material shall be included as an attachment to the technical proposal. The following shall also be included in the technical proposal:
  - a. The offeror shall provide information to explain their prior experience in overhauling LM2500 gas generators for industrial or marine applications.
  - b. The offeror shall provide information to explain their facilities and capabilities to clean, inspect, and repair gas generator components in accordance with US Navy LM2500 depot level technical manual S9234-AB-MMD-010.
  - c. The offeror shall provide information to explain their ability to overhaul gas generator accessories in accordance with US Navy LM2500 depot level technical manual S9234-AB-MMD-010.
  - d. The offeror shall provide, as an attachment to their technical proposal, the commercial warranty offered by the offeror as required in Section C.5.1 of the Repair Description.
  - e. The offeror shall provide, as an attachment to their technical proposal, information concerning their prior efficiency in overhauling LM2500 gas generators for industrial or marine applications.
  - f. The offeror shall provide, as an attachment to their technical proposal, the Overhaul Report as detailed below. The report shall be in the contractor’s format. This report shall accompany the proposal submittal.
  - g. The offeror shall provide, as an attachment to their technical proposal, a list of all subcontractors they plan to utilize during performance of the contract and list which component(s) the subcontractors will be overhauling.
  - h. The offeror shall complete the LM2500 Commercial Overhaul Facility Capability Checklist, Attachment J.2, which lists tooling and technical capabilities performed by the offeror or its subcontractors.

## **OVERHAUL REPORT**

The offeror shall submit, with their technical proposal, one (1) gas generator overhaul report, generated since 2001, for other LM2500 gas generator customers that addresses the contractor's ability to perform overhaul work of the LM2500 in accordance with the minimum work scope requirement identified in Section C.3.5.1 through C.3.6 of this specification. Report should include turn around time.

## **TESTING**

1. Offerors shall submit, in their testing proposal, one (1) test cell operational report, generated since 2001, for other marine or industrial LM2500 gas generator customers. Test cell performance data shall be submitted to confirm the requirement for prior experience with the overhaul of the General Electric LM2500 SST gas generator for industrial or marine customers. The report shall be generated by the test facility that is owned by

the offeror and shall be the same facility that will be used to test the US Navy gas generator. Testing of the US Navy LM2500 SST gas generator shall not be subcontracted without written approval from NSWC Code 9333.

2. Offerors shall submit one (1) Accessory Overhaul Report for each of the LM2500 accessories (main fuel control, starter, power lever angle actuator and lube oil pump) as required in Section C.7.6 of the Repair Description.
3. The offerors shall provide documentation to state whether or not the US Navy LM2500 gas generator will be tested with slave accessories.
4. Offerors shall submit detailed information to explain and demonstrate their familiarity with testing and correlating the acquired testing data to the US Navy's 100 degree Fahrenheit and 14.7 psia ambient equivalent.

## **FACILITY CAPACITY**

1. The offeror shall detail in their proposal how they can enhance the value of their proposed overhaul work on the US Navy LM2500 SST gas generator in each of the following areas:

- a. Internal Part/Component tracking system(s) requirement of Section C.5.1 of the Repair Description: The offeror shall provide information concerning the Internal Part/Component tracking system(s) they are proposing to utilize during performance of the contract.
- b. Maintenance Plan for inspecting and recharging of US Navy LM2500 gas generator shipping/storage containers as required by Sections C.3.8 and C.6 of the Repair Description: The offeror shall provide information concerning the Maintenance Plan for inspecting and recharging US Navy LM2500 gas generator shipping/storage containers they are proposing to utilize during performance of the contract.
- c. . Accessory Overhaul Report

The offeror shall submit, with their facility capacity proposal, one (1) accessory overhaul report for each of the LM2500 accessories (main fuel control, starter, power level angle actuator and lube oil pump) overhauled by the offerors facility and generated since 2001, for other LM2500 gas generator customers. These reports shall address the contractor's ability to perform LM2500 accessory overhaul work in accordance with the minimum work scope requirement identified in Section C.3.5.1 through C.3.6 of this specification.

2. Facility Audit: The Government reserves the right to conduct a facility audit on all offerors found to be technically acceptable. If an audit is conducted, the following will be reviewed by the Government Evaluation Team in order to evaluate the facility capability of supporting the work required under Section C of this solicitation:

- a. Capacity Evaluation.
- b. Storage Evaluation.
- c. Bonded Material Evaluation.
- d. Amount of US Navy approved consumable material in stock.
- e. LM 2500 SST gas generator special support equipment and tooling.
- f. Machinery required to perform an LM2500 SST gas generator overhaul.
- g. Tooling required to perform an LM2500 SST gas generator overhaul.
- h. LM2500 Test Cell.
- i. Internal Part/Component tracking system within the facility.
- j. Maintenance Plan for inspecting and recharging US Navy containers.
- k. Maintenance Plan for inspecting and preservation of the US Navy gas generator in storage.
- l. Evaluation and/or verification of the capability of meeting the upper gas generator repair requirement.

## **PAST PERFORMANCE**

1. The offeror shall detail in their proposal how they can enhance the value of their unit to the Government in the following area:
  - a. Past Performance: The offeror shall provide detailed information on their past performance on the overhaul and delivery of the LM2500 gas generator. The offeror shall describe its past performance on contracts for the overhaul and delivery of this item which it has held in the last one (1) year that are of similar scope, magnitude and complexity to that which is detailed in this solicitation. The offeror shall provide the following information regarding its past performance:
    - 1) Contract Number(s).
    - 2) Detailed description of the work performed.
    - 3) Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).
    - 4) Turn around time.

**NOTE:** The Serial Number of the Engine is GGA 185. The GGA 185 Repair Requirements and GGA 185 Marine Gas Turbine Logbook are furnished as Attachments J. 3 and J.4 to assist offerors in the preparation of a more accurate proposal. A complete engine teardown and inspection of the engine is still required to validate logbook information.

(end of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Anita Nocton  
 Naval Surface Warfare Center  
 5001 S. Broad Street, Bldg.4  
 Philadelphia, PA 19112-1403  
 215-897-7388

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

SECTION M Evaluation Factors for Award

Award will be made to the lowest cost technically acceptable offeror.